STATE OF NORTH CAROLINA

File No. REDACTED

Henderson County

In The General Court Of Justice
District Court Division - Small Claims

Plaintiff(s)	**MAGISTRATE SUMMONS**
REDACTED	☐ **ALIAS AND PLURIES SUMMONS (ASSESS FEE)**
VERSUS	G.S. 1A-1, Rule 4; 7A-217, -232
Defendant(s) Airbnb, Inc.	*Date Original Summons Issued* *Date(s) Subsequent Summons(es) Issued*

TO	**TO**
Name And Address Of Defendant 1 Airbnb, Inc. c/o CSC Lawyers Incorporating Service 2710 Gateway Oaks Dr., Suite 150N Sacramento, California 95833	*Name And Address Of Defendant 2*
Telephone No. Of Defendant 1	*Telephone No. Of Defendant 2*

IMPORTANT! You have been sued! These papers are legal documents, DO NOT throw these papers out! You may want to talk with a lawyer about your case as soon as possible, and, if needed, speak with someone who reads English and can translate these papers!

¡IMPORTANTE! ¡Se ha entablado un proceso civil en su contra! Estos papeles son documentos legales. ¡NO TIRE estos papeles!
¡Puede querer consultar con un abogado lo antes posible acerca de su caso y, de ser necesario, hablar con alguien que lea inglés y que pueda traducir estos documentos!

A Small Claim Action Has Been Commenced Against You!

You are notified to appear before the magistrate at the specified date, time, and location of trial listed below. You will have the opportunity at the trial to defend yourself against the claim stated in the attached complaint.

You may file a written answer, making defense to the claim, in the office of the Clerk of Superior Court at any time before the time set for trial.

If you fail to appear and defend against the proof offered, the magistrate may enter a judgment against you.

Date Of Trial	*Time Of Trial*	*Location Of Court*
REDACTED	M	Small Claims Courtroom
		Date Issued 2/23/2026
		Signature /s/ Christina Goodson
		☐ *Deputy CSC* ☒ *Assistant CSC* ☐ *Clerk Of Superior Court*

(Over)

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RETURN OF SERVICE

I certify that this summons and a copy of the complaint were received and served as follows:

DEFENDANT 1

Date Served	*Time Served*	*Name Of Defendant*
	☐ AM ☐ PM	

☐ By delivering to the defendant named above a copy of the summons and complaint.

☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein, who is named below.

☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copy Left (if corporation, give title of person copy left with)

	Date Accepted	*Signature*
☐ Acceptance of service. Summons and complaint received by: ☐ Defendant 1. ☐ Other: *(type or print name)*		

☐ Other manner of service *(specify)*

☐ Defendant WAS NOT served for the following reason:

DEFENDANT 2

Date Served	*Time Served*	*Name Of Defendant*
	☐ AM ☐ PM	

☐ By delivering to the defendant named above a copy of the summons and complaint.

☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein, who is named below.

☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copy Left (if corporation, give title of person copy left with)

	Date Accepted	*Signature*
☐ Acceptance of service. Summons and complaint received by: ☐ Defendant 2. ☐ Other: *(type or print name)*		

☐ Other manner of service *(specify)*

☐ Defendant WAS NOT served for the following reason:

FOR USE IN SUMMARY EJECTMENT CASES ONLY:

☐ Service was made by mailing by first class mail a copy of the summons and complaint to the defendant(s) and by posting a copy of the summons and complaint at the following premises:

Date Served	*Name(s) Of The Defendant(s) Served By Posting*

Address Of Premises Where Posted

Service Fee	*Signature Of Deputy Sheriff Making Return*
$	
Date Received	*Name Of Deputy Sheriff Making Return (type or print)*
Date Of Return	*County Of Sheriff*

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File No

REDACTED

COMPLAINT FOR MONEY OWED

G.S. 7A-216, 7A-232

STATE OF NORTH CAROLINA

Henderson County

In The General Court Of Justice
District Court Division - Small Claims

Spoken Language Court Interpreter Needed For Any Party, Victim, Or Witness? (If Yes, identify person(s) and language(s). Interpreters provided for all court proceedings at no cost.) ☒ No ☐ Yes: *(explain)*

Name And Address Of Plaintiff

REDACTED

VERSUS

Name And Address Of Defendant 1 ☐ *Individual* ☒ *Corporation*

Airbnb, Inc.
c/o CSC Lawyers Incorporating Service
2710 Gateway Oaks Dr., Suite 150N
Sacramento CA 95833

County	*Telephone No.*
Sacramento	844-234-2500

Name And Address Of Defendant 2 ☐ *Individual* ☐ *Corporation*

County	*Telephone No.*

Name And Address Of Plaintiff's Attorney

Attorney Bar No.

The defendant is a resident of the county named above.

The defendant owes me the amount listed for the following reason:

Money Owed - Breach of Contract - see attached Statement of Claim (Exhibit A)

Principal Amount Owed	$	2,803.18
Interest Owed *(if any)*	$	
Total Amount Owed	$	2,803.18

(check one below)

☐ On An Account *(attach a copy of the account)*	*Date From Which Interest Due*		*Interest Rate*
☐ For Goods Sold And Delivered Between	*Beginning Date*	*Ending Date*	*Interest Rate*
☐ For Money Lent	*Date From Which Interest Due*		*Interest Rate*
☐ On a Promissory Note *(attach copy)*	*Date Of Note*	*Date From Which Interest Due*	*Interest Rate*

☐ For a Worthless Check *(attach a copy of the check)*

☐ For Conversion *(describe property)*

Other: *(specify)*

Money Owed - Breach of Contract

I demand to recover the total amount listed above, plus interest and reimbursement for court costs.

Date	*Name Of Plaintiff Or Attorney (type or print)*	*Signature Of Plaintiff Or Attorney*

(Over)

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Electronically Filed Date: 2/22/2026 7:43 PM Henderson District Court County Clerk of Superior Court

EXHIBIT A

TO COMPLAINT FOR MONEY OWED
STATEMENT OF CLAIM

STATEMENT OF CLAIM

1. REDACTED ı

d

to appear on its behalf in this small claims action.

2. Defendant Airbnb, Inc. is a foreign corporation that operates an online lodging platform and conducts business in North Carolina.

3. Venue is proper in this Court because the transaction giving rise to this action concerns real property located in Henderson County, North Carolina, and Defendant conducts business in this State.

4. Defendant's Terms of Service expressly permit small claims actions as an alternative to arbitration. Section 22.2 of Defendant's Terms of Service states: "You and Airbnb each retain the right to seek resolution of the dispute in small claims court as an alternative to arbitration."

THE CONTRACT

5. Plaintiff and Defendant are parties to a binding contract. Airbnb's Terms of Service and its Strict Long-Term Cancellation Policy together govern the rights and obligations of hosts and guests for reservations exceeding Airbnb's long-term stay threshold. That policy provides, in plain terms, that the **first 30 days of a long-term reservation are non-refundable - meaning the host** is guaranteed payment for those 30 days regardless of whether the guest departs early. (Exhibit B).

6. Reservation REDACTED Hendersonville, North Carolina exceeded Airbnb's long-term stay threshold and was therefore governed by the Strict Long-Term Cancellation Policy. Both the guest and Plaintiff accepted this policy as a condition of the reservation.

7. Plaintiff's acceptance of this reservation - and both the full pre-discounted rate and the monthly discount Plaintiff extended - were made in direct reliance on Airbnb's contractual guarantee of payment for the first 30 days. That guarantee was the sole consideration for the discount. Without it, Plaintiff would not have accepted the reservation on these terms.

AIRBNB'S BREACH

8. Approximately 12 days into the stay, the guest reported sighting a mouse. Plaintiff responded promptly and completed remediation. The following day, the guest reported noises consistent with high winds and the property's metal roof. The guest nonetheless chose to leave approximately 14 days into the stay and requested a refund through Airbnb.

9. Under the contract, Airbnb may override the Strict Long-Term Cancellation Policy and refund a guest only upon identifying a host policy violation, habitability issue, or other valid basis. Airbnb identified none. In fact, on December 14, 2025, Defendant issued demonstrably contradictory findings within the same day: at 11:23 AM, Support REDACTED confirmed, *"We have not logged any violation"*; yet at 2:47 PM, the same agent reversed position, asserting that Plaintiff had *"admitted the violation in the Airbnb app."* Defendant provided no factual basis, no specific statement, and no policy citation to support this reversal. Plaintiff made three additional written requests - at 2:56 PM and 3:19 PM on December 14, and at 11:14 AM on December 15 - for Airbnb to identify the statement or policy relied upon. Defendant ignored all three requests. Defendant's reversal was confirmed by Senior Case Mar REDACTED who also declined to respond to Plaintiff's clarification requests. (Exhibit C).

10. Even if the Court were to find the reported conditions constituted a habitability concern, Airbnb's remedy under its own policy is to assist the guest in relocating or offer alternative resolution, not to unilaterally void the host's contractual guarantee without identifying a policy violation. Defendant provided no notice, no opportunity to cure, and no citation to any policy permitting this override.

11. With no valid basis established, Airbnb had no contractual authority to override the Strict Long-Term Cancellation Policy. Nevertheless, Defendant refunded the guest for unspent nights within the first 30 days and charged that amount back to Plaintiff - directly breaching its contractual obligation to pay Plaintiff for those 30 non-refundable days. (Exhibit D).

DAMAGES

12. Because Airbnb breached its contractual guarantee, both the full pre-discounted rate and the monthly discount Plaintiff extended in exchange for that guarantee is void. Plaintiff is entitled to compensation at its full market rate of no less than $125.00 per night - the minimum rate Plaintiff would have charged absent Airbnb's policy guarantee.

13. For this reservation, Airbnb's own pricing system produced a full undiscounted room fee of $9,777.00 for 120 nights (Exhibit E), equal to $81.475 per night. Neither this figure nor the $99.01 pet fee could have been manually entered by Plaintiff, as Airbnb's host interface does not permit fractional or cent-level inputs; both are solely products of Airbnb's own billing system. The pre-discount nightly rate was within Defendant's sole

control and Plaintiff requests it be produced at the hearing.

14. On or about December 2, 2025, Plaintiff received an initial payout of $1,575.40. On December 15, 2025, Defendant clawed back $472.39 (labeled "Adjustment") and $42.53 (labeled "Resolution Adjustment"), totaling $514.92, leaving Plaintiff a net payment of **$1,060.48** for a 30-day non-refundable reservation.

15. Damages are calculated as follows:

    30 nights × $125.00/night = $3,750.00
    Plus $99.00 cleaning fee
    Plus $99.01 pet fee
    Less $118.44 host service fee (3%)
    Total entitlement: $3,829.57

    Less $1,060.48 already received
    Primary damages: $2,769.09

16. Before filing this action, Plaintiff made good-faith efforts to resolve this matter through Airbnb's platform and dispute-resolution process, including notice of dispute, supplemental notice, and a final demand. Defendant failed to pay the amounts owed. Plaintiff incurred **$34.09** in postage and certified mailing fees to comply with the contractual dispute-resolution process and verify delivery to Defendant's registered agent.

RELIEF REQUESTED

Plaintiff respectfully requests that the Court enter judgment in favor of Plaintiff and against Defendant as follows:

17. Damages of **$2,803.18**, representing $2,769.09 in primary damages plus $34.09 in certified mailing costs. In the event the Court determines a different nightly rate applies, Plaintiff requests that damages be calculated using the pre-discount nightly rate Defendant produces at the hearing, applied to the full 30 non-refundable days, plus fees, less the $1,060.48 already received.

18. An order that Defendant produce at the hearing: (a) the Terms of Service and Strict Long-Term Cancellation Policy applicable as of the date of this reservation, (b) the specific policy provision relied upon to override the Strict Long-Term Cancellation Policy, and (c) all internal communications, case notes, and documentation related to reservation and the decision to override the cancellation policy.

19. Court costs as allowed by law.

20. Such other and further relief as the Court deems just and proper.

EXHIBIT B

Airbnb Long-Term Cancellation Policy (Screenshot)

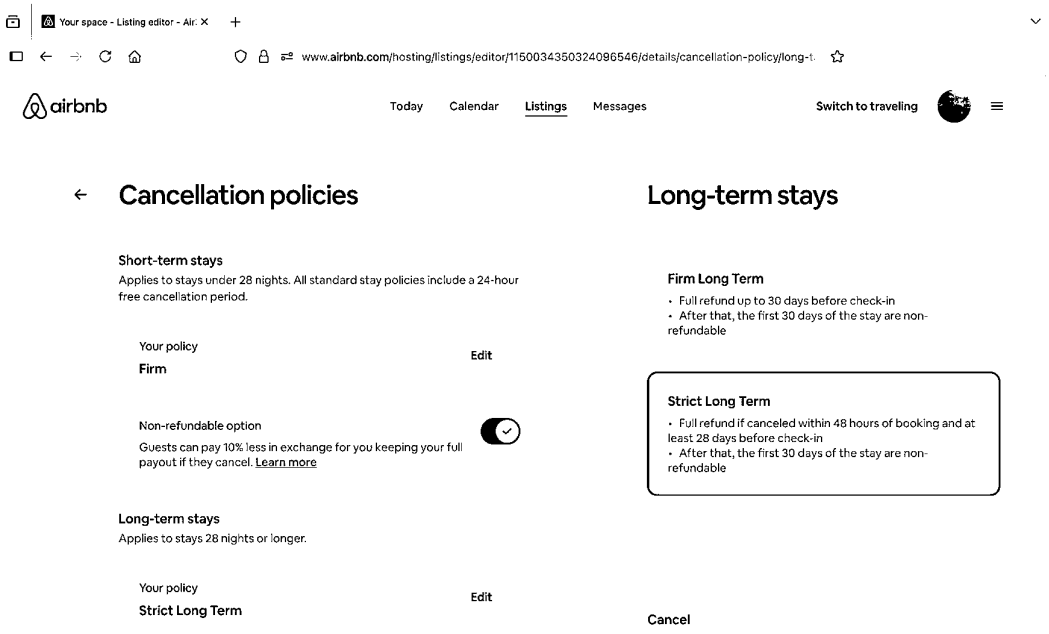
Your space - Listing editor - Air.
www.airbnb.com/hosting/listings/editor/1150034350324096546/details/cancellation-policy/long-t
airbnb
Today
Calendar
Listings
Messages
Switch to traveling
Cancellation policies
Short-term stays
Applies to stays under 28 nights. All standard stay policies include a 24-hour free cancellation period.
Your policy
Firm
Edit
Non-refundable option
Guests can pay 10% less in exchange for you keeping your full payout if they cancel. Learn more
Long-term stays
Applies to stays 28 nights or longer.
Your policy
Strict Long Term
Edit
Long-term stays
Firm Long Term
• Full refund up to 30 days before check-in
• After that, the first 30 days of the stay are non-refundable
Strict Long Term
• Full refund if canceled within 48 hours of booking and at least 28 days before check-in
• After that, the first 30 days of the stay are non-refundable
Cancel

EXHIBIT C

Airbnb Communications Regarding Alleged Policy Violation

(a) Airbnb stating no violation was logged

> "I will not put any consequences that come with AirCover for Guests Policies.
> We have not logged any violation to save your eligibility for Superhost status."
> Airbnb Support, December 14, 2025, 11:23 AM

(b) Airbnb later asserting an admitted violation without citation

> "However, as the Guest has faced inconvenience, and you have admitted the violation in the Airbnb app, the guest is eligible for a refund of the unspent nights."
> Airbnb Support, December 14, 2025, 2:47 PM

(c) Plaintiff request for identification of the policy, violation, or admission, not answered

> "At no point did we admit to any violation of Airbnb policy.
> Please identify precisely what statement you believe constitutes an admission, and cite the specific Airbnb policy section allegedly violated.
>
> If Airbnb intends to override the long term stay terms, we respectfully request:
>
> 1. The specific Airbnb policy section being relied upon
> 2. The exact statement allegedly constituting an admitted violation
> 3. Confirmation that this decision has been reviewed by a supervisor."
>
> Plaintiff, December 14, 2025, 2:56 PM

(d) Follow up repetition showing the request was ignored

> "For clarity and continuity, please ensure the incoming agent reviews our prior message, as several material issues remain unaddressed.
>
> Specifically, we are again requesting identification of:
>
> 1. The specific Airbnb policy section being relied upon
> 2. The exact statement allegedly constituting an admitted violation
> 3. Confirmation that this matter has been reviewed by a supervisor."
>
> Plaintiff, December 15, 2025, 11:14 AM

Airbnb Support

Today

Airbnb S

Hello (REDACTED

This is n Airbnb, I hope you are doing well.

I am here in regard to your o REDACTED reservation with your guest '

The Guest has reported an issue with mice in their Airbnb

I would like to inform you that the Guest wants to leave the listing.

I will need to go ahead a cut-short this reservation.

As a neutral third-party not present during the reservation, we must make a fair decision based on documentation and communication from both Host and guest. We're currently reviewing your guest's claim, that is why we're reaching out to you in order to reach the most amicable solution.

Before we made a resolution on this case, we wanted to hear from you first as we believe that there's much more we need to validate, and we know how important this matter is to You.

You will be having 60 minutes starting from now to respond to our message or get in touch with your Guest to fix this issue or come to a mutual agreement.

After that we will need to abide by the Air Cover for guests policy and send your guest a policy refund.

Looking forward to a prompt response from your end.

Best Regards,
Airbnb Support

10:55 AM

PART 1 OF 2

Hello REDACTED

Thank you for reaching out. We appreciate the opportunity to respond before any resolution is made.

We understand the guest wishes to leave the listing. We do not object to the guest departing early; however, we respectfully request that Airbnb apply the long-term stay policy, including the standard 30-day notice period, when determining any adjustment or refund associated with an early departure.

We acted promptly and in good faith upon notification, responding within minutes and performing same-day remediation at the guest's requested time. The issue was addressed immediately, and we remained responsive and cooperative throughout. We have not been given opportunity to further evaluate and correct this issue.

Below is our full statement and timeline for your review. We are happy to provide message timestamps, photos documenting repairs, and listing disclosures if needed.

Please let us know if you need any additional documentation to complete your review. We appreciate your careful consideration of the full correspondence and applicable policy before reaching a decision.

PART 2 OF 2

This is a long-term reservation in a remote rural mountain cabin, which is clearly advertised as such. The listing title and description explicitly note a rough mountain access road, and we also provide a video of the road in advance so guests can fully understand the setting before booking.

The guest had been occupying the property for approximately two weeks prior to reporting any issue, and no concerns regarding mice or droppings were raised during that period. During that time, communication with the guest was positive and no problems were reported.

On the morning of the incident, Saturday, December 13, the guest messaged at approximately 6:59 AM reporting a mouse sighting in the kitchen. I responded through Airbnb messaging at 7:13 AM, acknowledged the concern, and offered same-day remediation, including availability to come by after approximately 9:30 AM.

The guest requested that I come after they left the property, indicating they would be leaving around 10:30 AM. I respected their preference and arrived at the property shortly after 10:30 AM the same morning.

During that visit, I inspected the specific areas identified

Write a message...

Airbnb Support

property, indicating they would be leaving around 10:30 AM. I respected their preference and arrived at the property shortly after 10:30 AM the same morning.

During that visit, I inspected the specific areas identified by the guest. I located and sealed a small opening under the dishwasher and closed an additional gap behind a wall panel using metal flashing, construction adhesive, and screws.

I also placed enclosed traps discreetly in concealed, non-guest-accessible areas as a precaution and vacuumed the surrounding areas. I followed up with the guest through Airbnb messaging at approximately 1:33 PM the same day confirming the work had been completed.

The following morning, Sunday, December 14, the guest reported finding additional droppings in other areas. Any such droppings may have been pre-existing, as it was not feasible during the initial visit to fully empty and inspect every cabinet, drawer, or appliance in the cabin. The inspection focused on the areas specifically identified by the guest at the time.

One photo shows a very small amount of droppings in a utility area near the water heater, which is not a guest-accessible living space. The amount observed was minimal and does not indicate an infestation.

Since the property remains occupied by the guest, we have not had the opportunity to monitor or service the traps placed during the remediation visit. The guest has not reported hearing any traps being triggered since the repairs were completed.

The property is located in a forested mountain environment, and upon notification we took prompt and reasonable corrective and preventive steps, including same-day action. The guest had full access to the property throughout and we remained responsive and cooperative at all times.

We have hosted many prior guests at this property and maintain consistently positive reviews, with no prior complaints of unaddressed pest issues.

The guest later indicated they wished to terminate the stay early and requested a refund for the remainder of December. At that point, we directed them to Airbnb Support to review and determine the appropriate resolution under the long-term stay policy.

Given the circumstances, we respectfully request that Airbnb apply the long-term stay policy, including the standard 30-day notice period, when determining any adjustment or refund associated with an early departure. We are happy to provide message timestamps, photos documenting the repairs, and listing disclosures (including the road video) if helpful, and appreciate your review of the correspondence associated with this reservation.

Airbnb Support 11:23 AM

Thank you so much for your prompt response.

We do appreciate your willingness to cooperate on this matter.

As the Guest wants to leave early the Guest will be receiving a full refund for all the unspent nights from the day of their checkout and we will be opening your dates for the remaining nights.

I understand that this is a huge hit for you, Therefore, I will not put any consequences that come with Air Cover for Guests Policies.
+We have not logged any violation to save your eligibility for SuperHost status.
I also understand that you would have tried your best to help your Guest,

11:33 AM

We respectfully disagree with this determination, as it appears inconsistent with Airbnb's long-term stay policy. The guest provided notice of early departure, and we responded promptly with same-day remediation. There has been no finding of uninhabitability, no refusal to repair, and no AirCover violation.

We are not disputing the guest's choice to depart early. However, refunding all unspent nights to the guest, at host expense, without application of the 30-day notice requirement contradicts the long-term stay terms governing this reservation.

Given the policy implications and the absence of a cited exception, we respectfully request supervisory review of this decision before it is finalized.

We are happy to provide any additional documentation needed.

Write a message...

Airbnb Support

you have any further questions or concerns. We appreciate your patience.

3:19 PM

Hello,

Thank you for the update. We understand the case is being transferred.

For clarity and continuity, please ensure the incoming agent reviews our prior message, as several material issues remain unaddressed.

Specifically, we are requesting identification of:

1. The specific Airbnb policy section being relied upon to override the long term stay 30 day notice requirement
2. The exact statement allegedly constituting an "admitted violation"
3. Confirmation that this matter has been reviewed, or will be reviewed, by a supervisor

The guest's subjective discomfort has not been cited as an exception to the long term stay policy, and no policy basis for a full refund of unspent nights has been identified.

We respectfully request supervisory review before any decision is finalized.

Thank you

REDACTED

Today

Airbnb Support 11:10 AM

Hi REDACTED

This is Neelam the Senior Case Manager from Airbnb. I hope this message finds you well.

I understand your point and respect them. We do know that you have respond to the Guest promptly ad we appreciate that and that is how you are SuperHost on the platform. However, The Guest is eligible to get refund for unspent night and 30% refund of impacted nights as per the Air cover Policy. Hence, we will be proceeding with the same.

We appreciate your understanding in this matter

Best Regards,
Senior Case Manager

11:14 AM

Write a message...

EXHIBIT D

Airbnb Reservation Payout and Transaction Summary

Sent	Dec 2, 2025	$1,575.40	REDACTED	1	›

Status	Date	Amount	Payout method	Type	
On hold ⊖ Minimum not met	Dec 15, 2025	-$472.39	REDACTED	Adjustment	›
On hold ⊖ Minimum not met	Dec 15, 2025	-$42.53	REDACTED	Resolution Adjustment	›

EXHIBIT E

Airbnb Reservation Confirmation
(showing full undiscounted room fee of $9,777.00 for 120 nights)

REDACTED

Entire home/apt

Check-in
Mon, Dec 1, 2025
3:00 PM

Checkout
Tue, Mar 31, 2026
12:00 PM

Guests
2 adults, 1 pet

REDACTED

View itinerary

Guest paid

$47.26 x 120 nights	$5,670.66
Cleaning fee	$99.00
Guest service fee	$528.53
Pet fee	$99.01
Total (USD)	**$6,397.20**

Host payout

120 nights room fee	$9,777.00
Cleaning fee	$99.00
Monthly discount	-$4,106.34
Host service fee (3.0%)	-$176.05
Pet fee	$99.01
You earn	**$5,692.62**